

**DURO-
LAST**[®]
Roofing, Inc.
525 Morley Drive
Saginaw, MI 48601

15 Year Residential Material Warranty

Warranty No. _____

DURO-LAST, INC. (hereinafter "DURO-LAST"), sole owner of the Trademark **DURO-LAST**, grants a limited warranty to the owner of a building (the "OWNER") containing a DURO-LAST ROOFING SYSTEM installed by a DURO-LAST Authorized Dealer/Contractor on a porch, sundeck, garage, storage shed or single family residence, subject to the conditions and limitations contained herein.

DURO-LAST warrants its product membrane, material and accessories to be free from manufacturing defects at the time of delivery.

DURO-LAST further warrants that the membrane, material and accessories will not become defective during the fifteen (15) year term of this limited warranty.

Should a leak occur because of a defect in the membrane, material or accessories within the 15-year warranty term, DURO-LAST's liability shall be limited to providing only the membrane, material and/or accessories necessary to enable the Owner to make repair; any and all labor costs incurred in making any necessary repairs shall be the responsibility of the OWNER and not of DURO-LAST.

LIMITATIONS

- 1) This limited warranty does not apply to the installer's workmanship in the installation of the membrane, material and/or accessories, even if the installation is performed by a DURO-LAST Authorized Dealer/Contractor.
- 2) DURO-LAST shall in no instance be liable for any roof failure and/or subsequent damage arising from causes outside DURO-LAST's control, including, but not limited to:
 - a) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake or acts of God; or
 - b) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
 - c) Damage caused by any unauthorized modification to the DURO-LAST roof including, but not limited to, damage caused by unauthorized components used in installation or repair, or by additional equipment or structures added to or made a part of the roof, or by traffic, or by chemicals not normally found in nature, or the like; or
 - d) Moisture entering the roof system through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings.
- 3) This limited warranty specifically does not extend to color change of the DURO-LAST Roofing System, nor does it extend to cover labor costs in any repair
- 4) DURO-LAST is not liable under this limited warranty unless:
 - a) The Owner notifies DURO-LAST at the above address in writing by certified mail, return receipt requested, within thirty (30) days of the discovery of any leak or other alleged roof failure; and
 - b) The Owner allows DURO-LAST's agent or its Authorized Dealer/Contractor access to the roof for inspection and examination; and
 - c) DURO-LAST and its Authorized Dealer/Contractor have been paid in full by the Owner or its predecessor in title for all services rendered.
- 5) This limited warranty passes to future Owners of the building for the full fifteen (15) year term hereof.
- 6) This limited warranty shall be governed in all respects by the laws of the State of Michigan, regardless of the State of purchase or installation.
- 7) DURO-LAST does not waive any rights under this limited warranty by refraining to exercise its rights in full in one or more instances.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES OF THE OWNER FOR ALLEGED FAILURE OF THE DURO-LAST ROOFING SYSTEM, WHETHER IN MEMBRANE, MATERIAL OR ACCESSORIES. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESSED OR IMPLIED) THAT EXTEND BEYOND THE FACE OF THIS LIMITED WARRANTY; DURO-LAST EXPRESSLY DISCLAIMS ANY SUCH FURTHER WARRANTIES AND EXPRESSLY DISCLAIMS LIABILITY FOR CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS.

If DURO-LAST's Authorized Dealer/Contractor made any statements about DURO-LAST's merchandise and services, those statements are not warranties, cannot be relied upon by Owner, and are not part of the contract for sale and installation.

DURO-LAST, *INC.

Customer's Address: _____

Date

Customer's Signature

Address of Building

City, State & Zip of Building

15-02 RES 1/00